

**CONTRACT AMENDMENT NO. 6**  
**CONTRACT FOR: CYRACOM INTERNATIONAL, INC.**  
**CONTRACT NO. 16-002-DOC**

This CONTRACT AMENDMENT No. 6 amends the above-referenced contract between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Cyracom International, Inc.** (Contractor), whose address and phone number are 2650 E. Elvira Road, Suite 132, Tucson, AZ 85756, 1-866-742-9080 ext. 1. This Contract is amended for the following purpose(s):

- 1) In accordance with Section 1, of the above referenced contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this Contract for the period August 1, 2021, through July 31, 2022, per the terms, conditions, and prices agreed upon. This is the 6<sup>th</sup> renewal, 7<sup>th</sup> and final year of the Contract. This Contract, including any renewals, may not exceed a total of seven (7) years.
- 2) In accordance with Section 5 and subsections, of the above referenced contract, entitled Consideration/Payment, subsection 5.1A parties mutually agree to an increase in the per-minute rate.

**Current**

Department shall pay Contractor a flat rate of \$0.7709 per minute for OPI services and \$4.00 per Braille page (with three (3) Braille pages per one (1) English page) and \$65.00 per hour for Braille transcription services. Department will pay Contractor a one time fee of \$250.00 to set up Video Translation for American Sign Language and \$0.95 per minute for video calls.

**New**

Department shall pay Contractor a flat rate of \$0.8125 per minute for OPI services and \$4.00 per Braille page (with three (3) Braille pages per one (1) English page) and \$65.00 per hour for Braille transcription services. Department will pay Contractor a one-time fee of \$250.00 to set up Video Translation for American Sign Language and \$1.25 per minute for video calls.

- 3) In accordance with Section 13, of the above referenced contract, entitled Compliance with Laws, parties mutually agree to replace the previously agreed upon language to the State's current language as shown below:

**13. COMPLIANCE WITH LAWS**

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. Contractor is referred to § 45-5-501 MCA. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, Contractor

agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

**13.1 Affordable Care Act.** The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA) if provided by the State.

- 4) In accordance with Section 9, of the above referenced contract, entitled Hold Harmless/Indemnification, parties mutually agree to replace the previously agreed upon language to the State's current language as shown below:

#### **9. DEFENSE, INDEMNIFICATION / HOLD HARMLESS**

Contractor shall protect, defend, indemnify, and save harmless the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Contractor's employees and agents, its subcontractors, its subcontractor's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

Contractor waives all claims, demands, causes of action, and recourse against the State, including claims of contribution or indemnity, arising in favor of Contractor on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

- 5) In accordance with Section 22, of the above referenced contract, entitled Liaisons and Service of Notices, Sub-Section 22.1, Contract Liaisons, parties mutually agree to a change in the Contractor's Liaison.

**Current:**

Bill Martin  
2650 E. Elvira Rd, Suite 132  
Tucson, AZ 85756  
(520) 573-2367  
[bmartin@cyracom.com](mailto:bmartin@cyracom.com)

**New:**

Karla Mitchell Solis  
2650 E. Elvira Rd, Suite 132  
Tucson, AZ 85756  
(520) 573-2384  
[ksolis@cyracom.com](mailto:ksolis@cyracom.com)

Except as modified above, all other terms and conditions of Contract No. **16-002-DOC including Amendments #1 through #5**, remain unchanged.


**STATE OF MONTANA**  
**Montana Department of Corrections**  
**5 S. Last Chance Gulch**  
**Helena, MT 59601**

**CYRACOM INTERNATIONAL, INC.**  
**2650 E. Elvira Road, Suite 132**  
**Tucson, AZ 85756**


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Brian M. Gootkin, Director (Date)

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Austin Wade, Senior Vice-President (Date)

Approved as to Form:

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Contracts Officer (Date)  
Department of Corrections

Approved as to Legal Content:

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Legal Counsel (Date)  
Department of Corrections